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15 **UNITED STATES DISTRICT COURT**

16 **DISTRICT OF NEVADA**

17 BOARD OF TRUSTEES OF THE
18 TEAMSTERS LOCAL 631 SECURITY
19 FUND FOR SOUTHERN NEVADA; BOARD
20 OF TRUSTEES OF THE TEAMSTERS
CONVENTION INDUSTRY TRAINING
21 FUND

Case No.:

22 Plaintiffs,

23 vs.

24 **COMPLAINT**

25 NATIONAL CONVENTION SERVICES
26 LLC, a New York limited liability company

27 Defendant.

28 Plaintiffs allege:

29 1. This action arises under the Employee Retirement Income Security Act of 1974
30 (“ERISA”), 29 U.S.C. §§ 1001-1500, and the Court has jurisdiction pursuant to 29 U.S.C. §
31 1132(e).

2. Plaintiffs are the Board of Trustees of the Teamsters Local 631 Security Fund for Southern Nevada and Trustees of the Teamsters Convention Industry Training Fund (“Trust Funds”) and consist of fiduciaries for purposes of ERISA.

3. Defendant National Convention Services LLC (“NCS”), a New York limited liability company, acted as an employer within the State of Nevada employing persons (“Covered Employees”) who perform work covered by a collective bargaining agreement (“CBA”) between NCS and the International Brotherhood of Teamsters Local 631 (“Union”).

4. The Trust Funds are ERISA employee benefit Trust Funds that provides benefits to Covered Employees.

5. The CBA incorporates by reference the Trust Agreement establishing the Trust Funds (“Trust Agreements”).

6. The CBA, the Trust Agreement, the Trust Funds' Collection Policy, and 29 U.S.C. § 1145 require each employer, including NCS, to make timely contributions to the Trust Funds on behalf of each employee who performs work covered by the CBA.

7. The CBA, the Trust Agreement, and 29 U.S.C. § 1132(g) provide for assessment of audit fees, court costs, expenses, interest, attorneys' fees and liquidated damages against an employer in the event the employer defaults in making payments to the Trust Funds and legal proceedings are required to recover such payments.

SOLE CLAIM FOR RELIEF
Delinquent Contributions

8. Paragraphs 1 through 7 are incorporated by reference as though fully set forth herein.

9. NCS has failed to meet its obligations to timely remit employee benefit contributions to the Trust Funds as set forth in the CBA and Trust Agreement.

10. As a result of its delinquency, NCS is liable to the Trust Funds for unpaid contributions, interest, liquidated damages, audit fees, and attorneys' fees.

WHEREFORE, Plaintiffs pray for relief as follows:

1. A judgment against NCS in an amount demonstrated at trial for unpaid contributions, liquidated damages, interest, court costs and attorney's fees as required by ERISA and the Trust Agreement;

2. For other equitable relief as provided by ERISA, including but not limited to injunctive relief; and

3. For such other and further relief as the Court deems proper.

Dated: March 22, 2022

BROWNSTEIN HYATT FARBER SCHRECK, LLP

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